

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director/ (954) 797-1101
Prepared by Bradley Swing, AICP, Planner II

SUBJECT: Resolution - Developers Agreement
DA 2-4-03, Shotgun East, Miller Legg & Associates, Inc./GL Homes, 4201
SW 154 Avenue/Generally located north of Orange Drive, east of I-75,
west of Shotgun Road.

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND G.L. HOMES OF DAVIE ASSOCIATES IV, LTD., TO PREVENT DESTRUCTION OF AN ARCHAEOLOGICAL SITE RELATING TO THE SHOTGUN EAST PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On February 5, 2003 Town Council passed Resolution No. R-2003-35, approving a boundary plat for Shotgun East. The plat contains an Archaeological Site, Florida Site File #8BD52, which is to be preserved as private open space in perpetuity. The developer is entering into an agreement to prevent destruction of the Archaeological Site during development of the property and to preserve the Archaeological Site as private open space. The Town is party to this Developers Agreement solely for the purpose of withholding additional building permits or certificates of occupancy for further development within the plat subject to the agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION: Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachments: Resolution, Archaeological Agreement, Future Land Use Map, Subject Site, Zoning and Aerial Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND G.L. HOMES OF DAVIE ASSOCIATES IV, LTD., TO PREVENT DESTRUCTION OF AN ARCHAEOLOGICAL SITE RELATING TO THE SHOTGUN EAST PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, G.L. Homes of Davie Associates IV, LTD. propose to develop the property known as the Shotgun East Plat; and

WHEREAS, Broward County requires the preservation of the Archaeological Site #8BD52 within the Shotgun East Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, G.L. Homes of Davie Associates IV, LTD., and the Town of Davie, whereby the Town of Davie may withhold additional building permits or certificates of occupancy for further development within the plat if the developer fails to comply with the provisions of the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.

Return to: (enclose self-addressed
stamped envelope)

G.L. Homes of Davie Associates IV, Ltd.
1401 University Drive, Suite 200
Coral Springs, Florida 33071
Attn: Michael S. Sheitelman, Esq.

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

AGREEMENT

Among

BROWARD COUNTY

and

TOWN OF DAVIE

and

G.L. HOMES OF DAVIE ASSOCIATES IV, LTD.

for

ARCHAEOLOGICAL SITE SHOWN ON

SHOTGUN EAST PLAT

This is an Agreement among: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

The TOWN OF DAVIE, a municipal corporation created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN", through its Town Council and Mayor,

AND

G.L. HOMES OF DAVIE ASSOCIATES IV, LTD., its successors and assigns, hereinafter referred to as "DEVELOPER."

CAF#247
08/22/96
FTL:803856:3

WITNESSETH:

WHEREAS, the SHOTGUN EAST Plat, hereinafter referred to as the "Plat," was approved by the COUNTY COMMISSION on _____, a copy of the approved Plat being attached hereto as Exhibit "A"; and

WHEREAS, the Plat was approved by the TOWN on February 5, 2003; and

WHEREAS, the Plat depicts the proposed development of the real property described in Exhibit "B" attached hereto, hereinafter referred to as the "Property"; and

WHEREAS, the Plat shows the Archaeological Site # 8BD52 on that portion of the Property shown as Parcel "B" and described in Exhibit "C" attached hereto, hereinafter referred to as the "Archaeological Site"; and

WHEREAS, the approval of the Plat by the BOARD OF COUNTY COMMISSIONERS was conditioned upon DEVELOPER agreeing to prevent destruction of the Archaeological Site during development of the Property and to preserve the Archaeological Site as private open space; and

WHEREAS, the Plat is located within the boundaries of TOWN; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions and promises hereinafter set forth, COUNTY, CITY and DEVELOPER agree as follows:

1. DEVELOPER agrees that the development of the Archaeological Site shall be prohibited, and that the Archaeological Site shall be preserved as private open space in perpetuity. The recording of this agreement in the Public Records of Broward County shall constitute a covenant running with the Archaeological Site in favor of COUNTY. This covenant shall touch and concern the land and shall bind the DEVELOPER, its successors, vendors, assigns, heirs, partners, subsidiaries, and affiliates. In addition to the above:
 - (a) DEVELOPER shall place a note on the face of the plat stating: "This plat contains an Archaeological Site, Florida Site File #8BD52, to be preserved as private open space in perpetuity;" and
 - (b) DEVELOPER shall delineate the Archaeological Site on the plat and identify it as "Archaeological Site #8BD52."
2. DEVELOPER agrees to retain the services of a professional archaeologist (the "Archaeologist"), who shall be approved, in writing, by the State Archaeologist, Division of Historical Resources, Florida Department of State, to monitor development activities within the Property that may adversely and materially affect the Archaeological Site.
3. (a) DEVELOPER agrees to erect a physical barrier consisting of wood or other substantial material around the Archaeological Site in order to prevent damage to the Archaeological Site during development of the Property.

Such barrier shall be constructed prior to the commencement of any filling, grading, excavation or construction activities occurring on the Property. The barrier shall be erected to a height of no less than four (4) feet and shall be brightly colored or have brightly colored flags attached.

- (b) DEVELOPER shall notify COUNTY's Development Management Division or the Broward County Historical Commission in writing, when the barrier has been erected. Within five (5) working days following receipt of this notice, appropriate personnel of COUNTY's Development Management Division or the Broward County Historical Commission shall inspect the barrier and confirm, in writing, to DEVELOPER that the barrier has been erected in accordance with the terms of this Agreement.
 - (c) DEVELOPER agrees to permit appropriate personnel of COUNTY's Development Management Division and/or the Broward County Historical Commission to periodically inspect the barrier to ensure continued compliance with the terms of this Agreement. Such inspections shall be made at reasonable times following at least twenty-four (24) hours verbal notice to DEVELOPER.
 - (d) DEVELOPER agrees to maintain the physical barrier in place until all filling, grading, excavation or construction activities immediately adjacent to the Archaeological Site have been completed.
4. All fill material used to stabilize and/or raise the elevation of the Archaeological Site shall be placed with rubber-wheeled equipment. In addition, DEVELOPER may plant trees upon and irrigate the Archaeological Site. Excavation associated with the above activities shall not exceed a depth of six (6) inches above current grade level or the archaeological sensitive level.
5. After placement of the fill, installation of irrigation, and landscaping of the Archaeological Site is complete, DEVELOPER shall notify COUNTY's Development Management Division and the Broward County Historical Commission in writing, that all required activities and site development have been completed on and immediately adjacent to the Archaeological Site. Within ten (10) working days of this written notification, COUNTY's Development Management Division or the Broward County Historical Commission staff shall verify that said work has been completed and shall confirm this, in writing, to DEVELOPER. The protective barriers shall not be removed until such confirmation is received by DEVELOPER from COUNTY's Development Management Division or the Broward County Historical Commission.
6. DEVELOPER agrees that any proposed change of grade within one hundred (100) feet of the Archaeological Site shall be monitored by the Archaeologist referred to in Paragraph 2 above. In the event that any potentially significant artifacts are uncovered, DEVELOPER agrees to cease any development activities in the immediate vicinity of the discovery site and a reconnaissance level survey and assessment of the discovery site shall be conducted by the Archaeologist. Said survey and assessment shall be submitted by the DEVELOPER to the Development Management Division and the Broward County Historical Commission, the local government having jurisdiction and the State Division of Historical

Resources for review and approval of the assessment, which approval shall not be unreasonably withheld. If the Archaeologist determines, and the reviewing agencies concur, that the discovery site is not significant, development activities may resume, with the appropriate archaeological monitoring. If the reviewing agencies do not notify DEVELOPER in writing that the discovery site is significant within thirty (30) days after receipt of the survey and assessment, then, in that event, the discovery site shall be deemed insignificant and development activities may resume with appropriate archaeological monitoring. If the discovery site is determined to be significant according to the approved Archaeologist's assessment, DEVELOPER shall, within thirty (30) days of the approval of such assessment by reviewing agencies, take one of the following actions:

- (a) Preserve the discovery site by modifying the approved Plat to include the location of the discovery site within the Archaeological Site, or enter into an agreement, in a form acceptable to COUNTY and TOWN, which agreement shall include the location of the discovery site within the Archaeological Site. Upon a modification of the Plat or execution of the agreement by COUNTY and TOWN, development activities may resume with appropriate archaeological monitoring. DEVELOPER agrees to follow those procedures described in paragraphs 2 through 5 above to protect the new Archaeological Site; or
 - (b) Delay construction activities in the location of the discovery site in order to initiate an excavation to recover all significant artifacts at that location. Such excavation shall be supervised by the Archaeologist referred to in Paragraph 2 above and shall be conducted pursuant to all applicable federal, state and local regulations.
- 7. The Developer obligations contained in Paragraphs 2 through 6 of this Agreement shall terminate and be of no further force and effect when the Developer has fulfilled the obligations contained in Paragraph 4 of this Agreement and when all excavation activity of the land immediately adjacent to the Archaeological Site has been completed.
 - 8. The continued maintenance of the Archaeological Site shall be the responsibility of the Developer. The site shall be maintained in the same manner as other common areas within the development.
 - 9. DEVELOPER agrees that the development of the Archaeological Site shall be prohibited, and that the Archaeological Site shall be preserved as private open space in perpetuity.
 - 10. Excavation of the Archaeological Site shall be permitted only if the activity is part of bona fide archaeological research conducted by a professional archaeologist and permission has been obtained, in writing, from the State Archaeologist and the Broward County Historical Commission concurs.
 - 11. This Agreement, together with the SHOTGUN EAST Plat, pertains to development activities within and adjacent to Archaeological Site #8BD52, referenced as Parcel B on the SHOTGUN EAST Plat, which is to be preserved as private open

space and in perpetuity. All development activities within or adjacent to the Archeological Site shall be in accordance with this Agreement and consistent with the site plan. Improvements permitted within the Archeological Site include: (a) placement of fill; (b) installation of irrigation; (c) landscaping; (d) planting of native species, to the extent possible, to re-create natural or historical habitat; and/or (e) protective or man-made barriers/fencing with the concurrence of the Broward County Historical Commission.

12. (a) If DEVELOPER fails to comply with the provisions of this Agreement, COUNTY shall provide to DEVELOPER and TOWN written notice of such failure to comply, in which event DEVELOPER shall have ten (10) working days from the date of the notice in which to cure such non-compliance. In the event DEVELOPER does not cure such non-compliance within said ten-day period, TOWN may withhold additional building permits or certificates of occupancy for further development until the default is corrected. If COUNTY or TOWN determines that such a default may be endangering the archaeological resource, COUNTY or TOWN shall be entitled to an injunction to prevent DEVELOPER from damaging or permitting the damage of the archaeological resource.
- (b) The parties agree that if the archaeological resources of the site are damaged as a result of any default of this Agreement by DEVELOPER, COUNTY or TOWN may require DEVELOPER to take action to mitigate such damage. Necessary mitigation shall be determined by COUNTY in consultation with the Archaeologist described in paragraph 2 and the Division of Historical Resources.
13. COUNTY agrees that this Agreement satisfies the requirements of Section 5-198(j)2 of the Broward County Land Development Code with respect to the protection of archaeological sites.
14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
15. All notices required by this Agreement shall be delivered by U.S. Mail or hand-delivered to the parties at the following addresses:

To COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room 321
Fort Lauderdale, Florida 33301

Director of Broward County Engineering Division
115 South Andrews Avenue, Room 321
Fort Lauderdale, Florida 33301

To TOWN:

Tom Willi
Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314-3399

To DEVELOPER:

G.L. Homes of Davie Associates IV, Ltd.
c/o Kevin Ratterree, Vice President
1401 University Drive, Suite 200
Coral Springs, FL 33071

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2002, and TOWN, signing by and through its Mayor and Town Manager, duly authorized to execute same, and DEVELOPER signing by and through the Vice President of G.L. Homes of Davie IV Corporation, the General Partner of G.L. Homes of Davie Associates, IV, Ltd., duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By: _____
Chair

_____ day of _____, 2003

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Assistant County Attorney

CAF#247
08/22/96
FTL 803856:3

AGREEMENT AMONG BROWARD COUNTY AND THE TOWN OF DAVIE AND G.L.
HOMES OF DAVIE ASSOCIATES IV, LTD. FOR ARCHAEOLOGICAL SITE SHOWN
ON SHOTGUN EAST PLAT

TOWN

WITNESSES:

TOWN OF DAVIE

By: _____
Mayor

____ day of _____, 2003

ATTEST:

Town Clerk

By: _____
Town Manager

____ day of _____, 2003

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS.

BEFORE ME personally appeared _____ as
_____ and _____ as
_____ of TOWN OF DAVIE, both known to me to be the person(s)
described in and who executed the foregoing Agreement and acknowledged to and before
me that they executed same for the purposes expressed herein. They are personally
known to me or have produced _____ as identification
and did/did not take an oath.

NOTARY PUBLIC:

(Seal)

My Commission Expires:

Print Name
Commission No: _____

CAF#247
08/22/96
FTL:803856.3

AGREEMENT AMONG BROWARD COUNTY AND THE TOWN OF DAVIE AND G.L.
HOMES OF DAVIE ASSOCIATES IV, LTD. FOR ARCHAEOLOGICAL SITE SHOWN
ON SHOTGUN EAST PLAT

DEVELOPER

Witnesses:

GL HOMES OF DAVIE
ASSOCIATES IV, LTD., a Florida
Limited Partnership

By: G.L. Homes of Davie IV
Corporation, a Florida
Corporation, general partner

Kevin Rattner
Print name: KEVIN RATTNER

By: Alan J. Fant V.P.
Print Name: Alan J. Fant
Title: Vice-President
Address: 1401 University Drive,
Suite 200, Coral Springs, FL 33071

Eileen S. Horchak
Print name: Eileen S. Horchak

this 25 day of February 2003

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

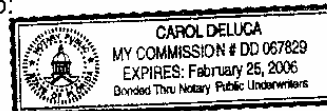
The foregoing instrument was acknowledged before me this 25 day of
February 2003, by Alan J. Fant, as Vice President of G.L. Homes of Davie IV
Corporation (a Florida Corporation and general partner of GL Homes of Davie Associates,
IV, Ltd.), on behalf of the corporation/partnership. He is personally known to me or has
produced _____ as identification.

NOTARY PUBLIC:

(Seal)

My commission expires:

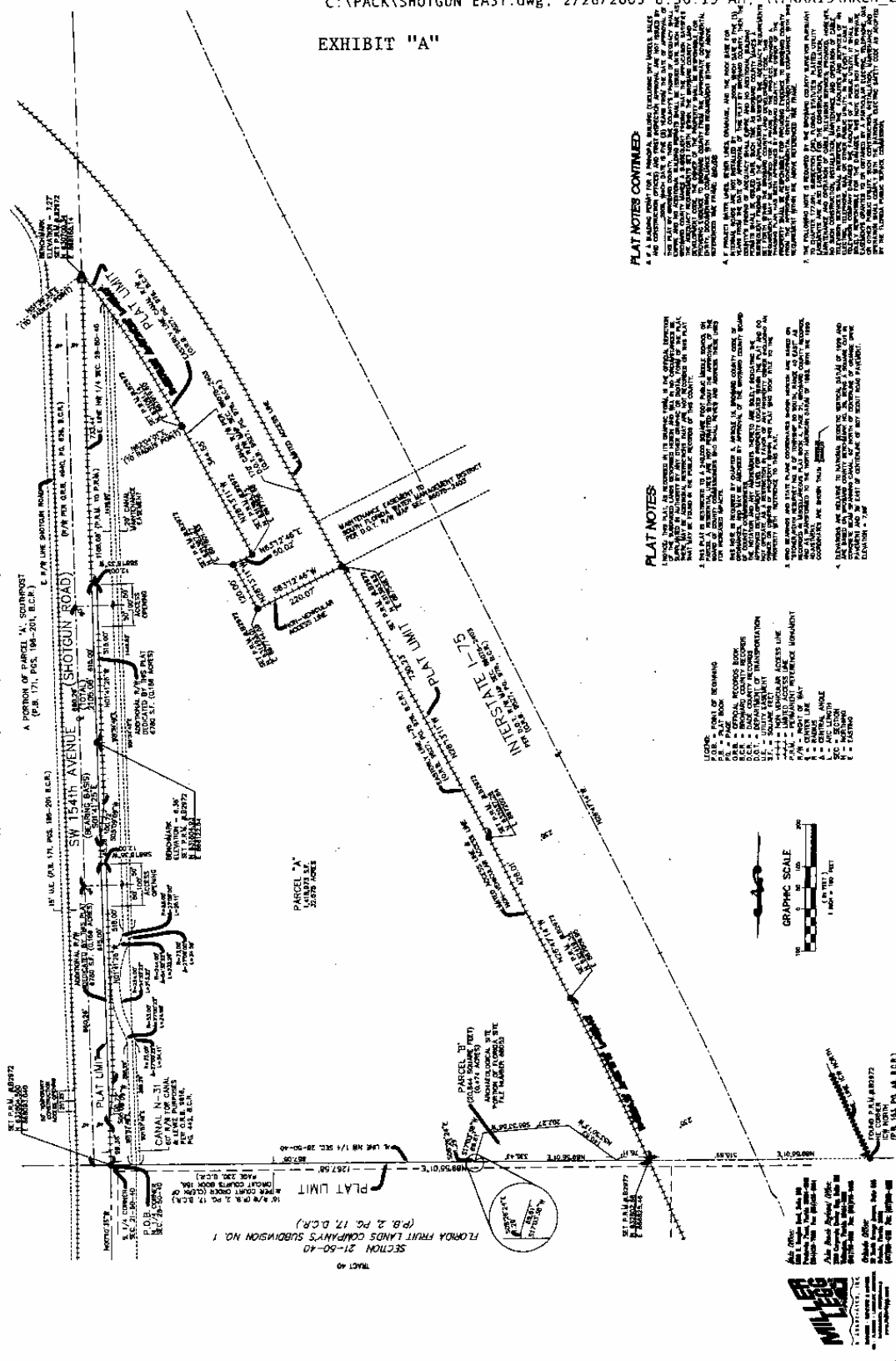
Carol DeLuca
Print name:
Commission No:



CAF#247
08/22/96
FTL:803856:3

SHOTGUN EAST

A PORTION OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA.
TOWN OF DAVE, BROWARD COUNTY, FLORIDA



PLAT NOTES CONTINUED:

[illegible]

PLAT NOTES:


THE PULL IN MEMBERSHIP IN THE UNITED STATES WAS 1,000,000 IN 1960, 1,500,000 IN 1961, 2,000,000 IN 1962, 2,500,000 IN 1963, 3,000,000 IN 1964, 3,500,000 IN 1965, 4,000,000 IN 1966, 4,500,000 IN 1967, 5,000,000 IN 1968, 5,500,000 IN 1969, 6,000,000 IN 1970, 6,500,000 IN 1971, 7,000,000 IN 1972, 7,500,000 IN 1973, 8,000,000 IN 1974, 8,500,000 IN 1975, 9,000,000 IN 1976, 9,500,000 IN 1977, 10,000,000 IN 1978, 10,500,000 IN 1979, 11,000,000 IN 1980, 11,500,000 IN 1981, 12,000,000 IN 1982, 12,500,000 IN 1983, 13,000,000 IN 1984, 13,500,000 IN 1985, 14,000,000 IN 1986, 14,500,000 IN 1987, 15,000,000 IN 1988, 15,500,000 IN 1989, 16,000,000 IN 1990, 16,500,000 IN 1991, 17,000,000 IN 1992, 17,500,000 IN 1993, 18,000,000 IN 1994, 18,500,000 IN 1995, 19,000,000 IN 1996, 19,500,000 IN 1997, 20,000,000 IN 1998, 20,500,000 IN 1999, 21,000,000 IN 2000, 21,500,000 IN 2001, 22,000,000 IN 2002, 22,500,000 IN 2003, 23,000,000 IN 2004, 23,500,000 IN 2005, 24,000,000 IN 2006, 24,500,000 IN 2007, 25,000,000 IN 2008, 25,500,000 IN 2009, 26,000,000 IN 2010, 26,500,000 IN 2011, 27,000,000 IN 2012, 27,500,000 IN 2013, 28,000,000 IN 2014, 28,500,000 IN 2015, 29,000,000 IN 2016, 29,500,000 IN 2017, 30,000,000 IN 2018, 30,500,000 IN 2019, 31,000,000 IN 2020, 31,500,000 IN 2021, 32,000,000 IN 2022, 32,500,000 IN 2023, 33,000,000 IN 2024, 33,500,000 IN 2025, 34,000,000 IN 2026, 34,500,000 IN 2027, 35,000,000 IN 2028, 35,500,000 IN 2029, 36,000,000 IN 2030, 36,500,000 IN 2031, 37,000,000 IN 2032, 37,500,000 IN 2033, 38,000,000 IN 2034, 38,500,000 IN 2035, 39,000,000 IN 2036, 39,500,000 IN 2037, 40,000,000 IN 2038, 40,500,000 IN 2039, 41,000,000 IN 2040, 41,500,000 IN 2041, 42,000,000 IN 2042, 42,500,000 IN 2043, 43,000,000 IN 2044, 43,500,000 IN 2045, 44,000,000 IN 2046, 44,500,000 IN 2047, 45,000,000 IN 2048, 45,500,000 IN 2049, 46,000,000 IN 2050, 46,500,000 IN 2051, 47,000,000 IN 2052, 47,500,000 IN 2053, 48,000,000 IN 2054, 48,500,000 IN 2055, 49,000,000 IN 2056, 49,500,000 IN 2057, 50,000,000 IN 2058, 50,500,000 IN 2059, 51,000,000 IN 2060, 51,500,000 IN 2061, 52,000,000 IN 2062, 52,500,000 IN 2063, 53,000,000 IN 2064, 53,500,000 IN 2065, 54,000,000 IN 2066, 54,500,000 IN 2067, 55,000,000 IN 2068, 55,500,000 IN 2069, 56,000,000 IN 2070, 56,500,000 IN 2071, 57,000,000 IN 2072, 57,500,000 IN 2073, 58,000,000 IN 2074, 58,500,000 IN 2075, 59,000,000 IN 2076, 59,500,000 IN 2077, 60,000,000 IN 2078, 60,500,000 IN 2079, 61,000,000 IN 2080, 61,500,000 IN 2081, 62,000,000 IN 2082, 62,500,000 IN 2083, 63,000,000 IN 2084, 63,500,000 IN 2085, 64,000,000 IN 2086, 64,500,000 IN 2087, 65,000,000 IN 2088, 65,500,000 IN 2089, 66,000,000 IN 2090, 66,500,000 IN 2091, 67,000,000 IN 2092, 67,500,000 IN 2093, 68,000,000 IN 2094, 68,500,000 IN 2095, 69,000,000 IN 2096, 69,500,000 IN 2097, 70,000,000 IN 2098, 70,500,000 IN 2099, 71,000,000 IN 2100, 71,500,000 IN 2101, 72,000,000 IN 2102, 72,500,000 IN 2103, 73,000,000 IN 2104, 73,500,000 IN 2105, 74,000,000 IN 2106, 74,500,000 IN 2107, 75,000,000 IN 2108, 75,500,000 IN 2109, 76,000,000 IN 2110, 76,500,000 IN 2111, 77,000,000 IN 2112, 77,500,000 IN 2113, 78,000,000 IN 2114, 78,500,000 IN 2115, 79,000,000 IN 2116, 79,500,000 IN 2117, 80,000,000 IN 2118, 80,500,000 IN 2119, 81,000,000 IN 2120, 81,500,000 IN 2121, 82,000,000 IN 2122, 82,500,000 IN 2123, 83,000,000 IN 2124, 83,500,000 IN 2125, 84,000,000 IN 2126, 84,500,000 IN 2127, 85,000,000 IN 2128, 85,500,000 IN 2129, 86,000,000 IN 2130, 86,500,000 IN 2131, 87,000,000 IN 2132, 87,500,000 IN 2133, 88,000,000 IN 2134, 88,500,000 IN 2135, 89,000,000 IN 2136, 89,500,000 IN 2137, 90,000,000 IN 2138, 90,500,000 IN 2139, 91,000,000 IN 2140, 91,500,000 IN 2141, 92,000,000 IN 2142, 92,500,000 IN 2143, 93,000,000 IN 2144, 93,500,000 IN 2145, 94,000,000 IN 2146, 94,500,000 IN 2147, 95,000,000 IN 2148, 95,500,000 IN 2149, 96,000,000 IN 2150, 96,500,000 IN 2151, 97,000,000 IN 2152, 97,500,000 IN 2153, 98,000,000 IN 2154, 98,500,000 IN 2155, 99,000,000 IN 2156, 99,500,000 IN 2157, 100,000,000 IN 2158, 100,500,000 IN 2159, 101,000,000 IN 2160, 101,500,000 IN 2161, 102,000,000 IN 2162, 102,500,000 IN 2163, 103,000,000 IN 2164, 103,500,000 IN 2165, 104,000,000 IN 2166, 104,500,000 IN 2167, 105,000,000 IN 2168, 105,500,000 IN 2169, 106,000,000 IN 2170, 106,500,000 IN 2171, 107,000,000 IN 2172, 107,500,000 IN 2173, 108,000,000 IN 2174, 108,500,000 IN 2175, 109,000,000 IN 2176, 109,500,000 IN 2177, 110,000,000 IN 2178, 110,500,000 IN 2179, 111,000,000 IN 2180, 111,500,000 IN 2181, 112,000,000 IN 2182, 112,500,000 IN 2183, 113,000,000 IN 2184, 113,500,000 IN 2185, 114

LEGEND:

P.O.B.	=	POINT OF BEGINNING
P.L.	=	PLAT BOOK
P.	=	PAGE
O.C.B.	=	OFFICIAL RECORDS BOOK
O.C.R.	=	ORIGINAL COUNTY RECORD
O.C.N.	=	DADE COUNTY RECORD NUMBER
O.C.T.	=	DEPARTMENT OF TRANSPORTATION
U.S.E.	=	UTILITY EASEMENT
S.F.	=	SQUARE FEET
N.V.	=	NON-VEHICULAR ACCESS
L.A.	=	LIMITED ACCESS LINE
P.M.	=	PERMANENT IMPROVEMENT
M/W	=	RIGHT OF WAY
C.L.	=	CENTER LINE
R.	=	RADIUS
A	=	ARC LENGTH
A.A.	=	ARC ANGLE
S.E.C.	=	SECTION
M.	=	MILE
F.	=	FEET

31425 2004-05-18

GRAPHIC SCALE



(IN FEET)

EXHIBIT "B"

Legal Description

A PORTION OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER (N 1/4) CORNER OF SAID SECTION 28; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 28, (BEARING BASIS) SOUTH 01°41'25" EAST 2105.08 FEET TO A POINT ON A 2375.23 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 51°39'33" EAST; THENCE ALONG THE EASTERLY BOUNDARY OF A 170 FOOT CANAL RIGHT OF WAY PER D.O.T. RIGHT OF WAY MAP SEC. 86075-2403 AS DESCRIBED IN OFFICIAL RECORD BOOK 9527, PAGE 976 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE FOLLOWING FIVE (5) COURSES: (1) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°24'28" AN ARC DISTANCE OF 431.47 FEET TO A POINT OF NON-TANGENCY; (2) NORTH 28°13'11" WEST 344.55 FEET; (3) NORTH 63°12'46" EAST 50.02 FEET; (4) NORTH 28°13'11" WEST 120.00 FEET; (5) SOUTH 63°12'46" WEST 220.07 FEET; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 75 PER D.O.T. RIGHT OF WAY MAP SEC. 86075-2403 AS DESCRIBED IN OFFICIAL RECORD BOOK 9527, PAGE 978 OF SAID PUBLIC RECORDS, THE FOLLOWING THREE (3) COURSES: (1) NORTH 28°13'11" WEST 730.23 FEET; (2) NORTH 26°47'14" WEST 428.01 FEET TO A POINT OF CURVATURE OF A 11224.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; (3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'18" AN ARC DISTANCE OF 425.43 FEET TO A POINT OF NON-TANGENCY; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION 28, NORTH 89°55'01" EAST 1267.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,453,177 SQUARE FEET (33.360 ACRES) MORE OR LESS.

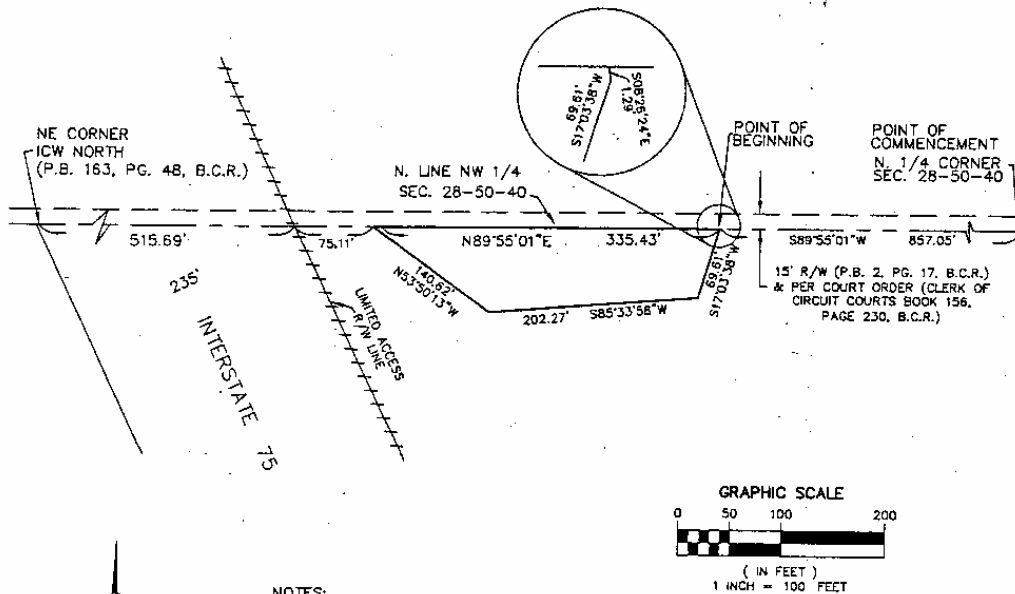
EXHIBIT "C"

DESCRIPTION:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER (N1/4) CORNER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (NW1/4) ON A GRID NORTH BEARING OF SOUTH 89°55'01" WEST 857.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°26'24" EAST 1.29 FEET; THENCE SOUTH 17°03'38" WEST 69.61 FEET; THENCE SOUTH 85°33'58" WEST 202.27 FEET; THENCE NORTH 53°50'13" WEST 140.62 FEET TO THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 28; THENCE ALONG SAID NORTH LINE, NORTH 89°55'01" EAST 335.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 20,644 SQUARE FEET (0.474 ACRES) MORE OR LESS.



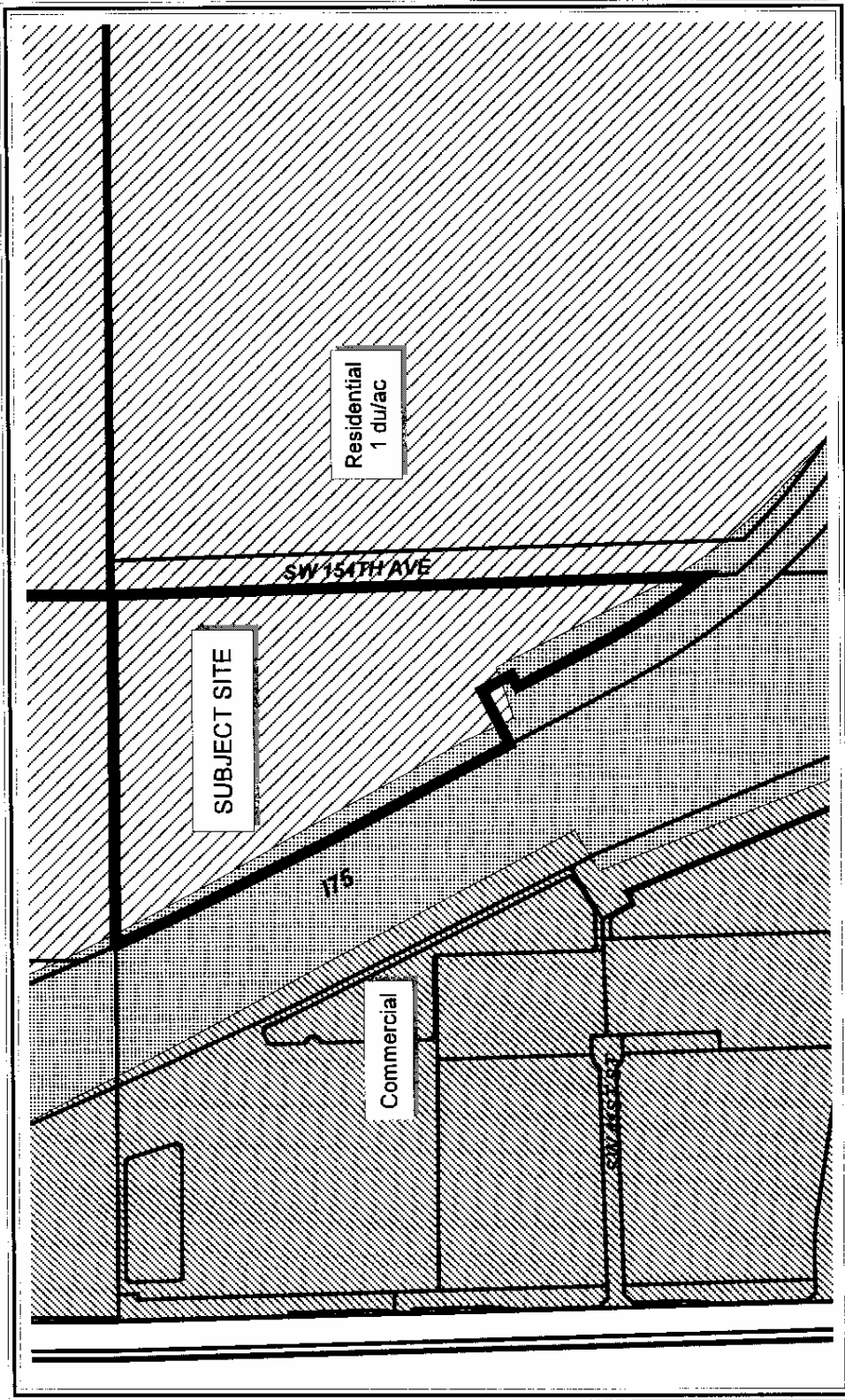
NOTES:

1. R/W = RIGHT-OF-WAY
2. P.B. = PLAT BOOK
3. B.C.R. = BROWARD COUNTY RECORDS

SKETCH AND DESCRIPTION

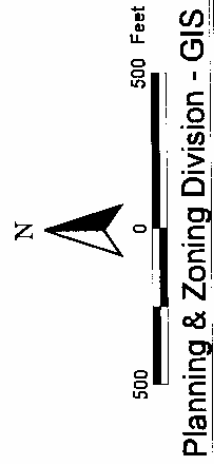
THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

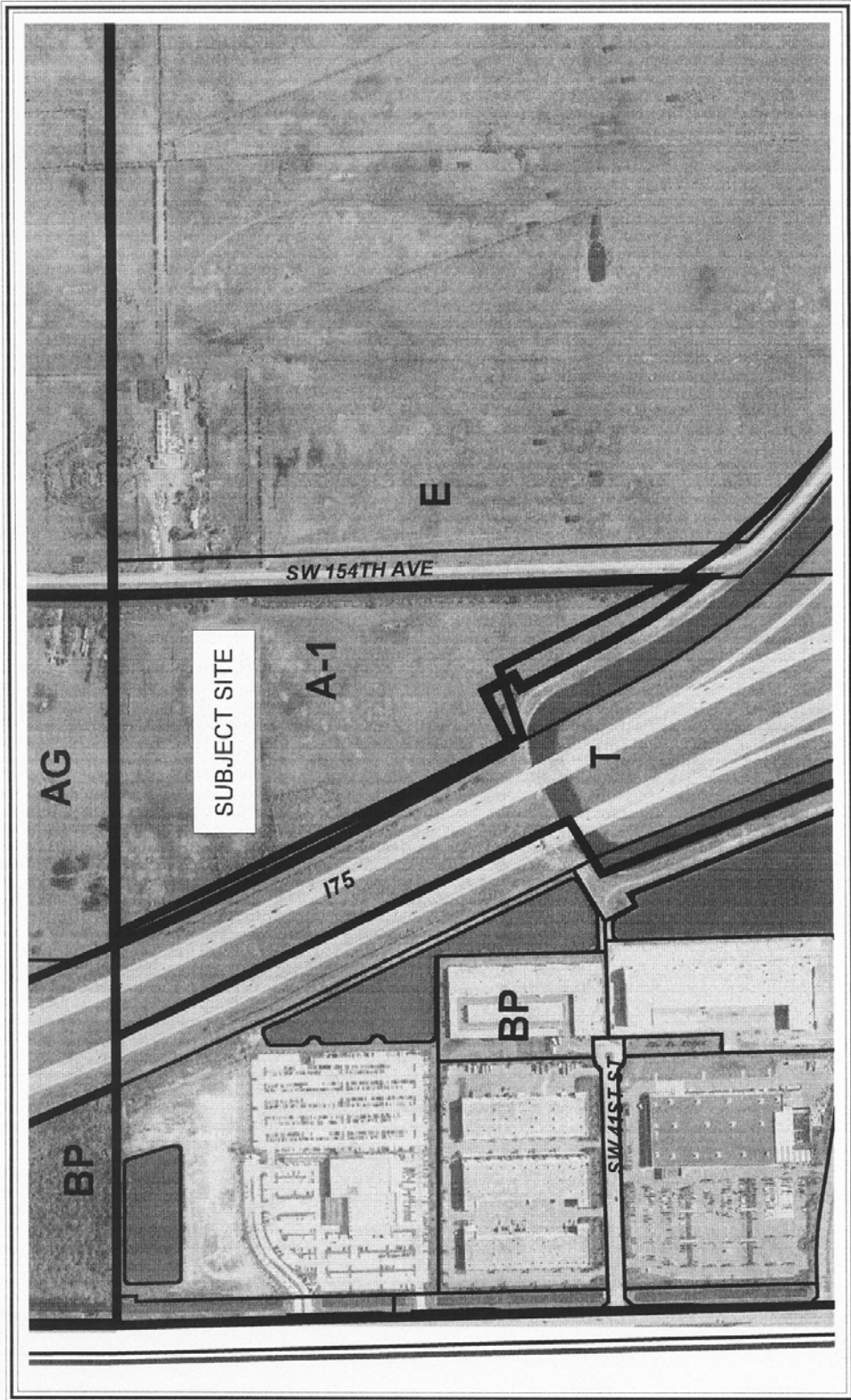
DATE		REVISIONS		DRAWN BY: KL		CHECKED BY: WR	
<div style="display: flex; justify-content: space-between;"> <div> <p>CERTIFIED TO:</p> <p>GL HOMES</p> <p>MILLER LEGG</p> <p>ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS ENVIRONMENTAL PROFESSIONALS</p> <p>1800 N. DOUGLAS ROAD, SUITE 200 POMERANCE PINES, FLORIDA 33024 (954) 435-7000 FAX (954) 433-2958 CERT. OF AUTHORIZATION L.S. 5500</p> </div> <div> <p>I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61011-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p>DATED THIS 26 DAY OF DECEMBER, 2002 A.D.</p> <p><i>Karen A. Lynch</i> KAREN A. LYNCH PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA REGISTRATION NO. 5837 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p> </div> </div>							
PROJECT NO.				FILE NO.			
244102				11-1B-580			



Developer's Agreement DA 2-4-03 Future Land Use Map

Prepared by: ID
Date Prepared: 3/5/03





Date Flown:
12/31/01



500 0 500 Feet

Planning & Zoning Division - GIS



DEVELOPER'S AGREEMENT
DA 2-4-03
Zoning and Aerial Map

Prepared by: ID
Date Prepared: 3/5/03